

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
REQUEST FOR QUOTATION

REQUEST FOR QUOTATION NUMBER: AG09-0004

DESCRIPTION: Recruiting Services

QUOTATION DUE DATE AND TIME: July 28, 2008 at 3:00 p.m. Arizona Local Time.

OFFER SHOULD BE FAXED TO: Office of the Attorney General, Purchasing Unit, (602) 542-8079. Offers may be mailed or delivered to the Office of the Attorney General, Attention: Purchasing Unit, 1275 West Washington Street, Phoenix, AZ 85007. Offers may be e-mailed in Adobe pdf format to procurement@azag.gov.

Electronic Documents: This document is available in MS Word format by sending an e-mail to jerry.connolly@azag.gov. The original copy of this document held in the Procurement Office at the Office of the Attorney General shall prevail over any differing copies.

This Request for Quotation is issued in accordance with A.R.S. § Title 41, Chapter 23, A.A.C. R2-7-336. Quotations for the materials or services specified will be received by the Office of the Attorney General, at the above specified location, until the time and date cited.

Small Business Requirement: In accordance with A.R.S. § 41-2535, this procurement is restricted to small businesses. A "small business" is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and which employs fewer than 100 full time employees or which has gross receipts of less than \$4 million in its last fiscal year.

All quotations should be completed in ink or typewritten and returned via facsimile to (602) 542-8079. Additional instructions for preparing a quotation are provided in the Special Instructions to Offerors.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR QUOTATION.

Solicitation Contact Person:

Jerry Connolly
Contract Management Supervisor
Phone: (602) 542-8030
Fax: (602) 542-8079
E-Mail: jerry.connolly@azag.gov

SCOPE OF WORK

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1. Purpose

This contract is to provide specialized recruiting services to the Arizona Office of the Attorney General (AGO). This service is to locate, identify and recruit quality candidates for hard to fill positions within the AGO. These positions include practicing attorneys, managers, paralegals, legal secretaries and other administrative support positions. A brief introduction to the AGO can be viewed at the following web site: <http://www.azag.gov>.

2. Scope of Work

2.1. Requirements

- 2.1.1. The Contractor shall provide all recruiting services necessary to successfully fill a position identified by the AGO.
- 2.1.2. No travel expenses are expected for this service.
- 2.1.3. The Contractor is responsible for all advertising expenses and any other expenses required to fill the position.
- 2.1.4. The AGO expects the services to be provided at a flat fee.

2.2. Recruiting Service to include at a minimum:

- 2.2.1. Initial Planning;
 - 2.2.1.1. Contractor shall meet with the AGO Manager to determine requirements of candidate and any special attributes.
- 2.2.2. Advertising;
 - 2.2.2.1. Contractor shall advertise in newspapers, trade magazines or other published sources, as well as use networking and other contact methods.
- 2.2.3. Screening;
 - 2.2.3.1. The Contractor shall screen applicants in accordance with the requirements established with the AGO Manager.
 - 2.2.3.2. It is expected the Contractor will interview candidates before presenting findings to the AGO.
 - 2.2.3.3. The Contractor shall advise applicants that the AGO does a criminal record search and this could adversely affect hiring the applicant.
- 2.2.4. Present final applicant resumes for AGO approval;

The Contractor shall present final applicant resumes and consult with the AGO Manager regarding the Contractor's opinion of candidates obtained in the Contractor's interview process.
- 2.2.5. Coordinate Interviews with AGO approved candidates ;

Contractor shall coordinate interviews between the AGO and prospective candidates.
- 2.2.6. Negotiate final hiring specifics ;

Contractor shall assist the AGO in negotiating any specifics for hiring a particular candidate.

2.3. Candidate Skill Set

Specific skill sets will be identified at the time a recruiting assignment is made. The following minimum requirements are expected:

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2.3.1. Managing Attorney (Division and Section Chief Counsels)

- 2.3.1.1. Salary range of approximately \$120,000 to \$130,000 annually;
- 2.3.1.2. Active Arizona Bar License;
- 2.3.1.3. Ability to effectively manage a legal office including budget management, supervision of personnel and strategic decision making;
- 2.3.1.4. Proficient in multiple software programs to perform intermediate to advanced word processing and/or spreadsheet functions (ie. MS Office 2002);
- 2.3.1.5. Proficient in maintaining schedules;
- 2.3.1.6. Proficient in tracking time to cases;
- 2.3.1.7. Ability to handle multiple complex matters;
- 2.3.1.8. Maintain a professional, confident and competent image.

2.3.2. Senior Attorney / Unit Chief Counsel

- 2.3.2.1. Salary range of approximately \$65,000 to \$143,000 annually;
- 2.3.2.2. Active Arizona Bar License;
- 2.3.2.3. Ability to effectively manage a complex caseload and/or supervise other attorneys and legal support staff;
- 2.3.2.4. Proficient in multiple software programs to perform intermediate to advanced word processing and/or spreadsheet functions (ie. MS Office 2002);
- 2.3.2.5. Proficient in maintaining schedules;
- 2.3.2.6. Proficient in tracking time to cases;
- 2.3.2.7. Ability to handle multiple complex matters and use sound strategic judgment;
- 2.3.2.8. Maintain a professional, confident and competent image.

2.3.3. Attorney

- 2.3.3.1. Salary range of approximately \$50,000 to \$85,000 annually;
- 2.3.3.2. Active Arizona Bar License;
- 2.3.3.2. Ability to independently handle a caseload and supervise legal support staff;
- 2.3.3.3. Proficient in multiple software programs to perform intermediate to advanced word processing and/or spreadsheet functions (ie. MS Office 2002);
- 2.3.3.4. Proficient in maintaining schedules;
- 2.3.3.5. Proficient in tracking time to cases;
- 2.3.3.6. Ability to handle multiple complex matters and use sound strategic judgment;
- 2.3.3.7. Maintain a professional, confident and competent image.

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2.3.4. Paralegal

- 2.3.4.1. Salary range of approximately \$33,600 to \$62,700 annually;
- 2.3.4.2. Proficient in multiple software programs to perform intermediate to advanced word processing and/or spreadsheet functions (ie. MS Office 2002);
- 2.3.4.3. Ability to efficiently and competently research legal matters and write quality research memoranda;
- 2.3.4.4. Proficient in maintaining schedules;
- 2.3.4.5. Proficient in tracking time to cases;
- 2.3.4.6. Ability to handle multiple complex matters;
- 2.3.4.7. Maintain a professional, confident and competent image.

2.3.5. Senior Legal Secretary

- 2.3.5.1. Salary range of approximately \$36,700 to \$46,400 annually;
- 2.3.5.2. Provide administrative support in a legal environment;
- 2.3.5.3. Proficient in multiple software programs to perform intermediate to advanced word processing and/or spreadsheet functions (ie. MS Office 2002);
- 2.3.5.4. Ability to efficiently and competently research procedural matters;
- 2.3.5.5. Organize, coordinate and maintain schedules for attorneys and/or managerial level personnel;
- 2.3.5.6. Prepare legal correspondence, petitions, legal opinions, pleadings, motions and discovery;
- 2.3.5.7. Ability to train and manage other legal secretaries and support staff;

2.3.6. Legal Secretary

- 2.3.6.1. Salary range of approximately \$30,000 to \$36,000 annually;
- 2.3.6.2. Provide administrative support in a legal environment;
- 2.3.6.3. Proficient in multiple software programs to perform intermediate to advanced word processing and/or spreadsheet functions (ie. MS Office 2002);
- 2.3.6.4. Ability to efficiently and competently research procedural matters;
- 2.3.6.5. Organize, coordinate and maintain schedules for attorneys;
- 2.3.6.6. Prepare legal correspondence, petitions, legal opinions, pleadings, motions and discovery;

2.3.7. Support Staff

- 2.3.7.1. Salary range of approximately \$29,900 to \$62,700 annually;
- 2.3.7.2. Provide administrative support in a legal environment;
- 2.3.7.3. Proficient in multiple software programs to perform intermediate to advanced word processing and/or spreadsheet functions (ie. MS Office 2002);
- 2.3.7.4. Organize, coordinate and maintain schedules;
- 2.3.7.5. Provide accounting or other office support;

2.3.8. Specialized Positions

The AGO may at times request recruitment for specialized positions not specifically listed above. The AGO will define the position and salary range at the time of the assignment. Cost shall be based on costs for positions with salaries similar to those listed above.

SPECIAL TERMS AND CONDITIONS
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1. Contract

- 1.1 Authority to Contract: This Contract is issued in accordance with ARS §41-2535 for the Office of the Attorney General.
- 1.2 Contract Type: Firm Fixed Cost.
- 1.3 Term of Contract: The term of the Contract shall commence on the date of award and shall continue for up to one year, unless terminated, canceled or extended as otherwise provided herein.
- 1.4 Documents Incorporated by Reference: The State of Arizona's Uniform Instructions to Offerors (Rev 7.1) and Uniform Terms and Conditions (Rev 7) are a part of this document as if fully set forth herein. Copies of these documents are available at <http://www.azdoa.gov/spo/documents-forms/procurement-documents> or by calling Jerry Connolly, Office of the Attorney General at 602-542-8030.
- 1.5 Contract Amount: This Contract is established pursuant to A.R.S. §41-2535 and shall not exceed the dollar limits established by statute.
- 1.6 Changes: AGO reserves the right to add or delete materials and make other changes within the general scope of work as may be deemed necessary to best serve the interests of the State.
- 1.7 Non-Exclusive Contract: The State has the right to procure the services listed herein from Contractors other than those awarded Contracts pursuant to this Solicitation when necessary to meet the requirements of the State.
- 1.8 Removal of Contractor's Employees: The Contractor agrees to utilize only experienced, responsible and capable people in the performance of this Contract. AGO may require that the Contractor remove from an assignment employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interests of AGO.
- 1.9 Ownership of Materials: All materials, documents, deliverables and/or other products of the Contract (including but not limited to e.g., work plans, reports, etc.) shall be the sole, absolute and exclusive property of AGO, free from any claim or retention of right on the part of the Contractor, its agents, Subcontractors, officers or employees.

2. Contractor Responsibilities

- 2.1 Key Personnel: It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must assign specific individuals to key positions. The Contractor agrees and understands that AGO's agreement to the Contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Contractor's Offer. Therefore, the Contractor agrees that no substitution of such specified individual(s) and/or personnel qualifications shall be made without the prior written approval of AGO. The Contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that AGO's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. AGO agrees that an approval of a substitution will not be unreasonably withheld. The Contractor shall bear all transitional expenses incurred for any costs associated with removing or replacing Key Personnel who are performing work under the Contract.
- 2.2 Availability of Contractor: The Contractor shall be available immediately upon receipt of the Notice to Proceed and remain available to AGO throughout the period of performance as stated in the Contract.

3. Confidentiality

- 3.1 Treatment of Confidential Business Information: AGO may turn over to the Contractor Confidential Business Information (CBI) necessary to carry out the work required under the Contract or the Contractor may be exposed to Confidential Business Information while working with the AGO. The Contractor and the Contractor's employees agree to use CBI only under the following conditions:

3.1.1 Use CBI only for the purposes of carrying out the work required by the Contract;

SPECIAL TERMS AND CONDITIONS
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3.1.2 Not disclose the information to anyone other than properly cleared employees; and

3.1.3 Return CBI and all copies in all forms to AGO whenever the information is no longer required by the Contractor for performance of the work required by the Contract, or upon completion/termination of the Contract.

4. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

5. Pricing

5.1 Pricing: Pricing for the work described shall be submitted on a lump sum, firm fixed cost all-inclusive basis. The firm fixed cost shall contain the labor rate, labor benefits, payroll burden, insurance, workman's compensation, fee, all taxes, profit, overhead, general and administrative expenses, fees, travel expenses and all other related charges.

5.2 Price Reduction: A price reduction adjustment may be offered at any time during the term of the Contract and shall become effective upon notice.

6. Invoicing

6.1 Invoices and Payment: The Contractor shall submit monthly invoices during the performance of this Contract to the AGO. However, payment shall only be for the amount of work completed and accepted for the preceding month unless otherwise stipulated in the Contract. Invoices shall be received at AGO no later than the current month for the previous month's performance. In no instance shall the amount(s) being invoiced differ from the price established in the Contract and any subsequent approved written Amendments.

6.2 Invoice Format: Invoices shall include the Contract Number and be submitted per the pricing schedule. AGO will process the approved claim for payment in accordance with the standard operating procedures of the State of Arizona.

7. Indemnification

The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

SPECIAL INSTRUCTIONS
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1. Solicitation Inquiries

Issuing Office: The AGO Contracts and Procurement Unit shall be the sole point of contact for purposes of the preparation and submittal of the Solicitation.

2. Additional Solicitation Submission Guide Lines

2.1. Late Offers: All submittals must be received by the Quotation Due Date and Time specified herein. Any response received after the Quotation Due Date and Time specified will not be considered.

2.2. Faxing or Mailing of Offers: It is preferred Offers be faxed to 602-542-8079. Offerors mailing Offers should allow sufficient mail delivery time to ensure timely receipt by the Issuing Office. Offers or Solicitation Amendments to Offers arriving after the due date and time will not be considered.

3. Components of a Complete Offer

4.1 Offer Submittal: Offers should be submitted in accordance with the directions given on Page 1 of this solicitation. Offers must be received by the Quotation Due Date and Time.

4.2 Offer Format: The following information should be submitted with each Offer and in this order. Failure to include all of the requested information may result in the Offer being rejected.

4.2.1 Offer and Contract Award Form: Offeror should complete the top half of the Offer and Contract Award form (Attachment I). The Offer and Contract Award form from within the Solicitation should be submitted with the Offer and should include the signature of a person authorized to bind the Offeror.

4.2.2 Contractors Experience, Expertise and Reliability: The Offeror shall provide an executive summary that demonstrates their experience, expertise and reliability to meet the requirements set forth in this Request for Quotation. The Offeror should describe how their experience and expertise makes them uniquely qualified for this project. A minimum of three references should be provided.

4.2.3 Narrative: The Offeror shall provide a narrative discussing the Offeror's approach to the items named in the Scope of Work and how the Offeror's approach will attain the objectives sought by the AGO.

4.2.4 Cost: Complete the price sheet (Attachment I).

4.2.5 Conformance with the Request for Quotation: Offeror's signature on the Offer and Acceptance form indicates the Offeror's understanding, agreement and intent to abide by the terms, conditions and provisions of this solicitation..

4. Offer Opening

This is an informal Solicitation, which will not be read at a public opening; however, information submitted by the Offerors will be available for public review after an award.

5. Evaluation

Evaluation Criteria: Awards shall be made to the responsible Offeror whose Offer is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation criteria are listed in relative order of importance.

- 5.1.1. Expertise and Reliability of the Contractor;
- 5.1.2. Narrative;
- 5.1.3. Cost;
- 5.1.4. Conformance to the RFQ.

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7. Discussions

After the initial receipt and evaluation of Offers, AGO may conduct discussions with Offerors whose Offers are deemed to be reasonably susceptible to award. Notwithstanding this section, Offers should be submitted initially complete and on most favorable terms. In the event discussions are conducted, AGO shall issue a written request for Best and Final Offers.

8. Best and Final Offer

The request for Best and Final Offer shall inform Offerors, that if they do not submit a Best and Final Offer or a notice of withdrawal, their immediate previous Offer will be considered as their Best and Final Offer. The Offeror's "immediate previous Offer" will consist of the Offeror's original proposal submission and any documents submitted by the Offeror during discussions.

9. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

10. Disability Access

Any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. § 41-2531 and § 41- 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities. If the offeror believes that compliance with this requirement poses an Undue Burden, the offeror shall notify the procurement officer in writing at least five days before the offer due date and time.

11. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

12. Federal Immigration Laws, Compliance by State Contractors

By signing the offer the Offeror warrants that it and all proposed subcontractors are in compliance with the federal immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.

13. Definitions:

13.1. Shall, Must

Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.


13.2. Should, Will

Indicates something that is recommended but not mandatory.

13.3. May

Indicates something that is not mandatory but permissible.

**ATTACHMENT 1
AG09-0004**

	OFFER AND CONTRACT AWARD	Office of the Attorney General Purchasing Unit 1275 West Washington Street Phoenix, Arizona 85007 (602) 542-8030		
	SOLICITATION NO. AG09-0004			
OFFER				
TO THE STATE OF ARIZONA: The undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with paragraph one of the State of Arizona Uniform Terms and Conditions.				
<table style="width: 100%; border: none;"><tr><td style="width: 50%; vertical-align: top; border: none;">General Information: _____ Arizona Transaction Privilege (Sales) Tax License Number _____ Federal Employer Identification Number _____ Company Name _____ Company Address _____ City State Zip Code _____ General Office Telephone Number Small business certification: Vendor [is ___]/[is not ___] a small business (less than 100 employees or has gross revenues of \$4 million or less) Minority/Woman Owned Enterprise Certification (MBE/WBE): Vendor [is ___]/[is not ___] a Minority Owned Business Enterprise. Vendor [is ___]/[is not ___] a Woman Owned Business Enterprise.</td><td style="width: 50%; vertical-align: top; border: none;">For clarification of this Offer Contact: _____ Name _____ Telephone Number Fax Number _____ E-Mail Address _____ Signature of Authorized Person Date _____ Printed Name _____ Title</td></tr></table>			General Information: _____ Arizona Transaction Privilege (Sales) Tax License Number _____ Federal Employer Identification Number _____ Company Name _____ Company Address _____ City State Zip Code _____ General Office Telephone Number Small business certification: Vendor [is ___]/[is not ___] a small business (less than 100 employees or has gross revenues of \$4 million or less) Minority/Woman Owned Enterprise Certification (MBE/WBE): Vendor [is ___]/[is not ___] a Minority Owned Business Enterprise. Vendor [is ___]/[is not ___] a Woman Owned Business Enterprise.	For clarification of this Offer Contact: _____ Name _____ Telephone Number Fax Number _____ E-Mail Address _____ Signature of Authorized Person Date _____ Printed Name _____ Title
General Information: _____ Arizona Transaction Privilege (Sales) Tax License Number _____ Federal Employer Identification Number _____ Company Name _____ Company Address _____ City State Zip Code _____ General Office Telephone Number Small business certification: Vendor [is ___]/[is not ___] a small business (less than 100 employees or has gross revenues of \$4 million or less) Minority/Woman Owned Enterprise Certification (MBE/WBE): Vendor [is ___]/[is not ___] a Minority Owned Business Enterprise. Vendor [is ___]/[is not ___] a Woman Owned Business Enterprise.	For clarification of this Offer Contact: _____ Name _____ Telephone Number Fax Number _____ E-Mail Address _____ Signature of Authorized Person Date _____ Printed Name _____ Title			
ACCEPTANCE OF OFFER AND CONTRACT AWARD (For Arizona State Use Only)				
<p>Your offer is hereby accepted:</p> <p>The Contractor is now bound to sell the materials, services or construction listed by the attached award notice based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the Office of the Attorney General.</p> <p>This Contract shall henceforth be referred to as Contract No. _____.</p> <p>The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until the Contractor receives an executed purchase order or Contract release document.</p> <p style="text-align: center; margin-top: 20px;">STATE OF ARIZONA OFFICE OF THE ATTORNEY GENERAL Awarded this _____ day of _____, 2008 _____ Jerry Connolly Contract Management Supervisor</p>				

ATTACHMENT 1
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A. Flat Rate	
Flat rate(s) shall contain all costs including labor rate, labor benefits, payroll burden, insurance, workman's compensation, fee, all taxes, profit, overhead, general and administrative expenses, fees, travel expenses and all other related charges.	
Description	Flat Rate
Managing Attorney	
Senior Attorney / Unit Chief	
Attorney	
Paralegal	
Senior Legal Secretary	
Legal Secretary	
Support Staff	